

**Date:** May 2, 2001

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**SUBJECT: FMS EN590 Supplemental Solicitation SP0600-00-R-0099-0002**

1. This is solicitation SP0600-00-R-0099-0002 for purchase of EN590, FOB origin East/Gulf Coast Port under the FMS Israel Program. This solicitation incorporates the terms and conditions of solicitation SP0600-00-R-0099 (FMS Israel) issued August 28, 2000 and Amendments 0001-0003, with the exception of clause deletions, modifications and additions reflected on page 5 of this supplemental solicitation. If you need a copy of SP0600-00-R-0099, please visit our web site at <http://www.desc.dla.mil/main/b/sol.htm>.

2. Clause B14.03, ESTIMATED SUPPLIES TO BE FURNISHED (DOMESTIC BULK) (DESC JUN 1992) is amended as follows:

Item	Product/Specification	Estimated Quantity (USG)
0501	Diesel Fuel Oil, EN590 NSN: 9140-99-910-0459 EN590:1999, Clause C16.23-5 Purchase Program No: 1.1m	10,584,000

**NOTES:**

- (1) Method of Delivery – TK – Tanker.
- (2) The diesel fuel oil shall conform to the latest revision of EN590:1999. ASTM Test Methods may be considered in lieu of the ISO Test Methods.
- (3) The fuel shall be transferred from the refinery to the seashore storage facilities to ocean tanker by pipeline which is intended for carrying diesel gas-oil only. If such a pipeline is unavailable, the intended pipeline shall be emptied and flushed with diesel gas-oil before transferring the cargo through it.
- (4) The diesel gas-oil quantity produced for each shipment to be transported by an ocean tanker shall be supplied from a single refinery.
- (5) The minimum vessel draft will be 36 feet plus 2 feet for a safety allowance.
- (6) Load port must be capable of handling vessel lengths (LOA) up to 680 feet accessible for commercial vessels.
- (7) Delivery shall be FOB Origin at the East or Gulf coast port (to be determined at the time of award) or FOB Destination, Haifa, Israel. Projected delivery is September 1, 2001 through December 31, 2001.
- (8) Contract period of performance will be the date of award until December 31, 2001.

(9) DESC anticipates one lift of approximately 252,000 BBLs.

(10) The following applies to FOB destination offers:

a.) The fuel shall be shipped to its port of destination in an Ocean Tanker suitable for transporting Diesel Gas-Oil.

b.) The ship's cargo cells to be filled with the Diesel Gas-Oil shall be coated with one of the materials listed on the latest revision of QPL-23236, "Paint Coating System, Steel Ship Tank" for Type I or Type III, Class 1, or equivalent.

c.) Prior to loading the Diesel Gas-Oil on the Ocean Tanker, the ship's cargo cells shall be cleaned in accordance with standard U.S. Department of Defense Requirements for sea shipment of Diesel Gas-Oil, as set forth in MIL-HDBK-291 (SH), "Cargo Tank Cleaning." The exact cleaning method shall be determined by the last cargo carried by the Ocean Tanker.

d.) Tanker Destination offers must be via U.S. Flag Vessel.

(11) The fuel in each sea shore storage tank shall conform to the requirements of this specification. Each shipment of fuel furnished under this specification shall be inspected separately by a U.S. Government representative accompanied by a Government of Israel/Ministry of Defense representative (GOI/MOD). At time of inspection the finished fuel shall be visually clear and bright at ambient temperature.

(12) Evaluation of offers will be in accordance with Clause M24.03-1, EVALUATION OF OFFERS INVOLVING F.O.B. TANKER LOADING (DESC NOV 2000).

(13) The fuel shall be supplied within one (1) month of its manufacture.

(14) The Contractor shall submit to the GOI/MOD Mission a typical full laboratory analysis for its product prior to the first shipment as early as possible (45 working days at least).

(15) Quality control procedures for each shipment of fuel furnished under this document shall be monitored by a U.S. government representative accompanied by a GOI/MOD representative.

(16) Quality control procedures for each shipment of fuel furnished under this document shall be in accordance with standard DESC's procedures Clause E1 (Contractor Inspection Responsibilities-DESC in its latest revision.)

(17) Results of all quality control tests performed by the refinery, before and after the transfer of the fuel to seashore storage tanks, and during the loading of the ocean tanker, shall be made available to the GOI/MOD Mission within 48 hours after the cargo has been released. A copy of all laboratory test results documents shall be sent via fax to IDF/POL & Devices Field, Fax Number (972) 3-5307042 or (972) 3-5307043, within 48 hours after the cargo has been released.

(18) A Government of Israel/Ministry of Defense representative may accompany the US Government Quality Assurance Representative in the product inspection procedures as an observer only.

(19) The contractor shall provide the QAR (DESC representative) with adequate facilities and professional personnel necessary to perform these tests and for the sampling procedures, at its own expense.

3. In accordance with clause F1.25, DELIVERY AND ORDERING PERIODS (DESC JUL 1995), the ordering and delivery periods will be:

(a) Ordering Period Begins: Date of Award and Ends: December 31, 2001

(b) Delivery Period Begins: September 1, 2001 and Ends: December 31, 2001.

4. The following will be incorporated into paragraph (g) **Table** of Clause B19.33, ECONOMIC PRICE ADJUSTMENT – PUBLISHED MARKET PRICE (DOMESTIC BULK) (DESC MAR 1997):

Name of Publication	Heading/Location Under Which Market Indicator is published	Base Market Price As of <u>August 1, 2000</u> (Exclude All Taxes) (See Note(s) Below)
Platt's Oilgram Price Report (U.S. Edition)	LS NO. 2 US Gulf Coast Waterborne	\$0.764500

**NOTE:** Buyer shall include a note or notes in the Table which will identify the specific publication(s), method(s), and time period(s) for calculating the market price(s), as exemplified below:

**For Platt's Oilgram:** "NOTE: The East/Gulf Coast adjusting market price will be firm for weekly periods and is defined as the average of the applicable daily Platt's spot assessment quotations effective for the prior week. The simple average of the daily average highs and lows of the prices effective Monday through Friday (excluding any days prices are not published) shall be the adjusting market price effective for the following Tuesday through Monday."

5. No hard copy of this solicitation will be issued however, the following information must be provided with your initial offer:

#### Offer Schedule

Item	Product	Quantity (USG)	Mode	(O) Orig or (D) Dest	Shipping/FOB Point	Offer Unit Price (USD/USG) Eff. 1 Aug 2000
	EN590					

a. State the minimum/maximum quantities for award by shipping point:

Product	Mode	Shipping Point	Minimum Qty (USG)	Maximum Qty (USG)
EN590				

b. State minimum/maximum quantities (parcel size) for each individual lift:

Product	Mode	Shipping Point	Minimum Qty (BBLs)	Maximum Qty. (BBLs)
EN590				

6. Acceptance of the terms and conditions of RFP SP0600-00-R-0099 and Amendments 0001 through 0003 is required and must be stated in the offer.

7. If you have submitted an offer under RFP SP0600-00-R-0099 and would like to apply those certifications and representations to this supplemental, please confirm in writing that the certifications and representations of the pending offer are in effect for your offer under SP0600-00-R-0099-0002. If you have not submitted an offer under RFP SP0600-00-R-0099, please complete and submit with your offer the 'Offeror Submission Package' provided under RFP SP0600-00-R-0099.

**8. Closing date and time for this solicitation is May 31, 2001 at 1:00 p.m. (1300 hours), local time, Ft. Belvoir, Virginia, USA.**

9. Offers received after the date and time specified above will be considered late in accordance with paragraph (f) to Clause L2.05-2 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (BULK) (DESC MAR 2000).

10. The following tentative negotiation schedule is provided for planning purposes. Note this schedule is subject to change at any time:

<b>May 31, 2001</b>	<b>Initial Offer Closing Date (1:00 p.m.)</b>
<b>June 13, 2001</b>	<b>NEGOTIATIONS OPEN</b>
<b>July 17, 2001</b>	<b>NEGOTIATIONS CLOSE</b>

11. The facsimile transmission number is (703) 767-8506. If for any reason you experience any difficulties with this number, or if you have questions concerning this solicitation please contact Contract Specialists, Lynda Brown or Debra Simpson-Mayeux at telephone (703) 767-9295/9297 or by e-mail at [imbrown@desc.dla.mil](mailto:imbrown@desc.dla.mil) or [dsimpson@desc.dla.mil](mailto:dsimpson@desc.dla.mil).

**JOY E. MULLORI**, Overseas Contracting Officer, sends.

The following clauses contained in SP0600-00-R-0099 have been updated and are applicable to this supplemental solicitation:

**BASIC SOLICITATION:****II.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (FEB 2001)**

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755);
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b), that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

**[Contracting Officer must check as appropriate.]**

☒ 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999).

☒ 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

☐ 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994). ☐ Alt I. ☐ Alt II.

☒ 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).

☒ 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

☒ 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

☐ 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). ☐ Alt I.

☐ 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☒ **52.222-19, Child Labor – Cooperation with Authorities and Remedies (E.O. 13126).**

☒ 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ 52.222-26, Equal Opportunity (E.O. 11246).

☒ 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

☒ 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

☒ 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

☐ **52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).** ☐ **Alt I (42 U.S.C. 6962(i)(2)(C)).**

☐ 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41.U.S.C. 10a - 10d).

☐ 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note). ☐ Alt I. ☐ Alt II.

☒ 52.225-5, Trade Agreements (19 U.S.C 2501, et seq., 19 U.S.C. 3301 note).

☒ 52.225-13, Restriction on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, 13067; 13121, and 13129).

☐ 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

☐ 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

☒ 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (31 U.S.C. 3332).

☐ 52.232-34, Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (31 U.S.C. 3332).

☐ 52.232-36, Payment by Third Party (31 U.S.C. 3332).

☐ 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

☒ 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241). ☐ Alt I.

(c) The Contractor shall comply with FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

**[Contracting Officer must check as appropriate.]**

☐ 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

**Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD Class Deviation number 2000-O0006).**

☐ 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351 et seq.).

☐ 52.222-50, Nondisplacement of Qualified Workers (E.O. 129333).

(d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS - NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals

under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by any addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components:

52.222-26, Equal Opportunity (E.O. 11246);

52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212); and

52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(FAR 52.212-5)

**ADDENDUM PACKAGE:****G150.05 SUBMISSION OF INVOICES FOR PAYMENT-COMMERCIAL ITEMS (BULK) (DESC OCT 2000)****(a) CERTIFICATION OF RECEIPT.****(1) F.O.B. DESTINATION DELIVERIES.**

(i) The Quality Representative (QR) or authorized receiving activity personnel will certify the receipt and forward three copies to the appropriate paying office. If the receiving activity is not a U.S. organization, the authorized U.S. representative, as indicated in the SIOH, will certify and distribute the receiving documents. One of the copies of the receiving report submitted for payment must contain the original signature of the QR and will have the following information stamped, printed, or typed on it: "ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE". The receiving report must be signed by the QR to certify acceptance of the product prior to submission of the receiving report to the paying office.

(ii) The receipt for f.o.b. destination fuel may be one of the following documents:

- (A) The DD Form 250, Material Inspection and Receiving Report;
- (B) The DD Form 250-1, Tanker/Barge Material and Inspection Report; or
- (C) The DD Form 1155, Order for Supplies or Services, or the SF 1449, Solicitation/Contract/Order for

Commercial Items.

**(2) F.O.B. ORIGIN DELIVERIES.**

(i) The QR will certify the receiving report and provide the Contractor with three copies, except for electronic submission, which requires only one copy. One copy must contain the original signature of the QR and will have the following information stamped, printed, or typed on it: "ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE". The receiving report must be signed by the QR to certify acceptance of the product prior to submission of the receiving report to the paying office.

(ii) In order to receive payment, the Contractor must mail three copies (one of which will contain an original signature) of the applicable receiving report to the appropriate paying office, identifying the invoice numbers that are supported by the receiving documents. For electronic submission, the Contractor must maintain the hard copy receiving report for a period of seven years after final payment under this contract and will make it available for inspection by the Government, if requested.

(iii) When faxing an invoice, the Contractor shall also submit the applicable original receiving report no later than three days after each delivery. If the hard copy receiving report is not received from the Contractor by the paying office within 90 days of a facsimile receiving report, the provisions of this clause become inoperative and future fax messages will not be acceptable until remedial action is taken by the Contractor.

(iv) The receipt for f.o.b. origin fuel may be one of the following documents:

- (A) The DD Form 250, Material Inspection and Receiving Report;
- (B) The DD Form 250-1, Tanker/Barge Material and Inspection Report; or

**(b) SUBMISSION OF INVOICES BY MAIL.** Unless otherwise indicated on the face of the DD 1155 or SF 1449, hard copy invoices for product paid for by Defense Logistics Agency/DESC funds should be mailed to the address below:

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER  
STOCK FUND DIRECTORATE  
FUELS ACCOUNTING AND PAYMENT DIVISION  
**ATTN DFAS-FVSFA/CO**  
PO BOX 182317  
COLUMBUS OH 43218-6250

**(c) SUBMISSION OF INVOICES BY FACSIMILE.**

(1) Contractors that select the facsimile method of invoicing prior to contract award must do so for all invoices. Failure to comply with the requirements of this clause will result in revocation of the Contractor's right to submit invoices by the fax method.

(2) Contractors shall include their own fax number on each document transmitted.

(3) Fax number for invoices is **(614) 693-0670/0671/0672 (DFAS-FVS/CO)**.

(4) Contractors that elect to transmit invoices by fax are responsible for validating receipt of the faxed invoice.

Verification can be made by calling Customer Service **(DFAS-FVS/CO)** at **(800) 756-4571 (Options 2 and 2)** between 8 a.m. and 5 p.m. EST/EDT, Monday through Friday, excluding Federal holidays. **DFAS-FVS/CO** will not be held accountable for transmissions not received.

(5) After transmitting the original invoice, the Contractor shall mark that invoice "ORIGINAL INVOICE - FAXED" and retain it. The hard copy is not required for payment and shall not be mailed to the payment office unless **DFAS-FVS/CO** specifically requests it.

**(d) SUBMISSION OF INVOICES ELECTRONICALLY.**

(1) **APPLICABILITY.** Electronic submission of invoices applies only to DoD items paid for with DLA/DESC funds by DFAS Columbus, OH.



**G150.05 CONT'D**

(2) **REQUIREMENTS.** Prior to submission of electronic invoices via electronic data interchange (EDI) under this clause, the Contractor and DESC must have a signed Trading Partner Agreement (TPA) and Addendum 810, Invoices, and Addendum 824, Invoice Return Notification. Invoices submitted electronically shall be in accordance with the provisions of the signed TPA and Addendum 810. Electronic invoices submitted shall be American National Standards Institute (ANSI) Accredited Standard Committee (ASC) X12 810 Transaction Sets. These 810 Transaction Sets shall follow the AVNET Convention as specified by the Petroleum Industry Data Exchange. The electronic invoice shall contain all fields required by the AVNET Convention, including the contract number, order number, name of tanker and cargo number or shipment number (if applicable), item number, and contract description of supplies, services, sizes, quantities, unit price, and extended total, and, if shipment is made of a Government Bill of Lading, the Bill of Lading number.

(3) **INVOICING ADDRESS.** Electronic invoices for items paid for with DLA/DESC, as cited on the DD 1155 or SF 1449, shall be electronically submitted to DTDN/S39008 or GOVDP/S39008.

(e) **SUBMISSION OF INVOICES BY COURIER.**

(1) Couriers, acting on the behalf of the Contractor, may deliver Contractor invoices being submitted for payment to the following mailroom street address:

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER  
FUELS ACCOUNTING AND PAYMENTS  
**DFAS-FVSFA/CO**  
3990 EAST BROAD STREET, BLDG 21  
COLUMBUS OH 43213-1152

(2) Invoices submitted by courier to the above address will be treated in a timely manner.

(f) **NOTES.**

(1) Invoices will reflect quantities in **whole** numbers.

(2) Unless otherwise expressly specified in the Schedule, payment of invoices will be made in U.S. currency.

(3) **INVOICING FOR DETENTION/DEMURRAGE COSTS.** Invoices for detention/demurrage costs will be submitted by the Contractor directly to the Contracting Officer.

(DESC 52.232-9F70)

**THIS CLAUSE DOES NOT APPLY TO FOREIGN VENDORS PERFORMING OUTSIDE THE UNITED STATES.**

**11.07 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 2000)**

(a) **DEFINITIONS.** As used in this clause--

(1) **Central Contractor Registration (CCR) database** means the primary DoD repository for Contractor information required for the conduct of business with DoD.

(2) **Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) **Data Universal Numbering System + 4 (DUNS+4) number** means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) **Registered in the CCR database** means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling **1-888-227-2423** or via the Internet at **<http://www.ccr2000.com>**.

(DFARS 252.204-7004)

**M41.02 EVALUATION OF OFFERS (OTHER THAN OFFERS INVOLVING F.O.B. TANKER LOADING) -  
TRANSPORTATION RATES AND RELATED COSTS (DESC JUL 1991)**

(a) Transportation rates and related costs (average/fixed rate estimated for the procurement cycle) shall be used in the evaluation of f.o.b. origin proposals. The best available transportation rates and related costs in effect or to become effective prior to the expected date of initial shipment shall be used in the evaluation.

(b) If the offeror desires to guarantee a rate other than that covered in (a) above, such rate shall be considered in the evaluation of offers and shall become a part of any resultant contract as an f.o.b. destination offer.

(DESC 52.247-9F35)

**OFFEROR SUBMISSION PACKAGE:****K1.01-9 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALT I)  
(APR 2001/OCT 2000)****(a) DEFINITIONS.** As used in this provision--

(1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

**(2) Forced or indentured child labor means** all work or service—

(i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

**(ii) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process of penalties.**

**(3) Service-disabled veteran-owned small business concern—****(i) Means** a small business concern—

(A) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

**(B) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.**

(ii) Service disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(4) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

**(5) Veteran-owned small business concern means a small business concern—**

(i) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(ii) The management and daily business operations of which are controlled by one or more veterans.

(6) **Women-owned business concern** means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

**(7) Women-owned small business concern means a small business concern--**

(i) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

**(b) TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6050M). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)**

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

**(3) TAXPAYER IDENTIFICATION NUMBER (TIN).**

[ ] TIN: \_\_\_\_\_

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of a Federal, state, or local government;

[ ] Other. State basis. \_\_\_\_\_

**K1.01-9 CONT'D****(4) TYPE OF ORGANIZATION.**

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other: \_\_\_\_\_.

**(5) COMMON PARENT.**

- ☐ Offeror is not owned or controlled by a common parent.
- ☐ Name and TIN of common parent:  
Name \_\_\_\_\_  
TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

**(1) SMALL BUSINESS CONCERN.** The offeror represents as part of its offer that it--

- ☐ is
- ☐ is not

a small business concern.

**(2) VETERAN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents as part of its offer that it—

- ☐ is
- ☐ is not

a veteran-owned small business concern.

**(3) SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.)** The offeror represents as part of its offer that it—

- ☐ is
- ☐ is not

a service-disabled veteran-owned small business concern.

**(4) SMALL DISADVANTAGED BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents, for general statistical purposes, that it—

- ☐ is
- ☐ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

**K1.01-9 CONT'D**

**(5) WOMEN-OWNED SMALL BUSINESS CONCERN.** (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it--

☐ is  
☐ is not

a women-owned small business concern.

**NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.**

**(6) WOMEN-OWNED BUSINESS CONCERN (OTHER THAN SMALL BUSINESS CONCERN).** (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it -

☐ is

a women-owned business concern.

**(7) TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS.** If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

**(8) SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM.** (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

**(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs)).** The offeror represents as part of its offer that it--

☐ is  
☐ is not

an emerging small business.

**(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs)).** The offeror represents as follows:

(A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following:)

<u>NUMBER of EMPLOYEES</u>	<u>AVERAGE ANNUAL GROSS REVENUES</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

**K1.01-9 CONT'D**

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS, or FAR 52.219-25, SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING, and the offeror desires a benefit based on its disadvantaged status.)

(i) **GENERAL.** The offeror represents that either--

(A) It--

☐ is

☐ is not

certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It--

☐ has

☐ has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) **JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

---

(10) (Complete if the offeror represented itself as disadvantaged in paragraph (c)(2) or (c)(9) of this provision.) The offeror shall check the category in which its ownership falls:

☐ Black American

☐ Hispanic American

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

**K1.01-9 CONT'D****(d) CERTIFICATIONS AND REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER 11246.****(1) PREVIOUS CONTRACTS AND COMPLIANCE.** The offeror represents that--

(i) It--

☐ has☐ has not

participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation;

and

(ii) It--

☐ has☐ has not

filed all required compliance reports.

**(2) AFFIRMATIVE ACTION COMPLIANCE.** The offeror represents that--

(i) It--

☐ has developed and has on file☐ has not developed and does not have on file

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It--

☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.**(e) CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352).**

**(Applies only if the contract is expected to exceed \$100,000).** By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

**(f) BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE.**

**(Applies only if DFARS clause 252.225-7007, TRADE AGREEMENTS ACT, is incorporated by reference in this solicitation.)**

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products" but do not meet the definition of "domestic end product":

---

(Insert line item no.)

(ii) The offeror certifies that the following supplies are qualifying country end products:

---

(Insert line item no.)

---

(Insert country of origin)

**K1.01-9 CONT'D**

(iii) The offeror certifies that the following supplies are qualify as designated country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(iv) The offeror certifies that the following supplies qualify as Caribbean Basin country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(v) The offeror certifies that the following supplies qualify as NAFTA country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(vi) The offeror certifies that the following supplies are other nondesignated country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

**(LIST AS NECESSARY)**

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products.

**(g) BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE. (Applies only if DFARS clause 252.225-7036, NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT, clause is incorporated by reference in this solicitation.)**

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products," but do not meet the definition of "**domestic end products**":

\_\_\_\_\_  
(Insert line item number)

(ii) The offeror certifies that the following supplies are qualifying country (except Canada) end products:

\_\_\_\_\_  
(Insert line item number)

\_\_\_\_\_  
(Insert country of origin)

(iii) The offeror certifies that the following supplies qualify as NAFTA country end products:

\_\_\_\_\_  
(Insert line item number)

\_\_\_\_\_  
(Insert country of origin)



## K1.01-9 CONT'D

(iv) The offeror certifies that the following supplies are other non-NAFTA country end products:

\_\_\_\_\_  
(Insert line item number)

\_\_\_\_\_  
(Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, or NAFTA country end products over other end products.

**(h) CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.)**

The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals

☐ are

☐ are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ☐ have

☐ have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local government contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ are

☐ are not

presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.

**(i) CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (EXECUTIVE ORDER 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]**

(1) List End Product.

\_\_\_\_\_  
(Insert end product)

\_\_\_\_\_  
(Insert country of origin)

\_\_\_\_\_  
(Insert end product)

\_\_\_\_\_  
(Insert country of origin)

\_\_\_\_\_  
(Insert end product)

\_\_\_\_\_  
(Insert country of origin)

\_\_\_\_\_  
(Insert end product)

\_\_\_\_\_  
(Insert country of origin)

**K1.01-9 CONT'D**

---

(Insert end product)

---

(Insert country of origin)

**(2) CERTIFICATION. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]**

(i) ☐ The offeror will not supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) ☐ The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it had made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(FAR 52.212-3/Alt I)